

**General Terms and Conditions of Business
of Hutchison Drei Austria GmbH**

for M2M/IOT – Telecommunications Services
and related services (Service-AGB).

Valid for new contracts
and contract extensions from 27.7.2017

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1. Preamble, Definitions

Preamble:

M2M/IOT (Machine-to-Machine) / IoT (Internet of Things) refers to the automatic communication among different technical devices or with a central control centre. By interconnecting end devices over the wireless network individual devices/modules, or entire systems can communicate with one another – and can thus be monitored, controlled and serviced.

In this context, Drei offers on the one hand a pure communications service, which the customer uses in his own technical solutions, or alternatively, in cooperation with partners, special hardware, software and system solutions.

1.1 The most important terms explained quickly and simply.

M2M/IOT: M2M/IOT (Machine-to-Machine) / IoT (Internet of Things) refers to the automatic communication among different technical devices (e.g. alarm systems, vehicles or electricity meters) or with a central control centre.

Drei: Hutchison Drei Austria GmbH, which in Austria operates under the brand name Drei.

Customer: A natural or legal person who has concluded a contract with Drei for the use of services. If insolvency proceedings without self-administration have been opened against the assets of this person, the administrator will be regarded as the Customer.

Service(s): The services provided by Drei, which can be used by mobile communications devices in particular or which Drei also provides via other technologies (e.g. Internet). The Customer may also have access to other networks and to third-party services via some services provided by Drei. Third-party services and contracts concluded with third-parties are governed solely by the conditions of the third parties.

KSchG: Consumer Protection Act, Federal Law Gazette 1979/140 as amended.

TKG: Telecommunications Act, Federal Law Gazette 2003/70 as amended.

SIM Card: A chip card which enables Drei to activate and provide the services. The card remains the property of Drei.

M2M/IOT/IoT – Service portal: The M2M/IOT/IoT service portal is an electronic customer area, in which the customer can activate and manage individual connections (SIM cards) in accordance with the conditions agreed in a framework contract.

About the Contract.

2. Elements of the contract and subject matter of the contract

2.1 What services does Drei provide?

Drei provides the services in accordance with the General Terms and Conditions of Service as amended and the service-specific regulations, which are laid down in the Description of Services, Terms of Charges and Registration Forms. These documents are available at Drei sales outlets, will be sent to the customer upon request and may also be viewed online at www.drei.at.

2.2 Can I have individual clauses of the contract modified?

Employees and representatives of Drei have no authority to make individual agreements with the Customer or to accept deviating terms and conditions of the Customer. In the case of consumers within the meaning of the KSchG, this restriction only applies if it has been indicated by Drei on the Registration Form and the Customer is aware of this restriction. Informal declarations made by employees and representatives of Drei are valid, provided that valid authorisation has been issued or the Consumer is unaware of the lack of such authorisation.

2.3 What are the elements of my contract with Drei?

The content of the specific Customer Contract is based upon the Order (3Service Application) of the Customer, the respective Description of Services, the Pricing Information (including Service Charges) and these General Terms and Conditions of Service. In the case of contradictions, the document that is named first in this list takes precedence.

2.4 Can I use these new services if I am already a customer of Drei?

The Customer may use new services under the same conditions that govern his or her existing contract. However, Drei reserves the right to make the use of additional services dependent on the agreement of additional Terms and Conditions of Use and/or charges. In this case, the customer will be notified either in writing or electronically (by e-mail or an existing Drei service) about the new service, the new Terms and Conditions of Use and/or charges. By using the new service after this information has been provided, the Customer accepts the Terms and Conditions of Use and charges.

2.5 Can I transfer my contract to others?

The rights and obligations under the Customer Contract may only be transferred to a third party with the prior consent of Drei.

Benefits, free quantities or similar advantages (e.g. web shop bonus, credits etc.) granted to the Customer may only be used within the framework of the contractual relationship for which they were granted. Furthermore, they are neither transferrable nor may they be exchanged for cash.

3. Conclusion of contract and commencement

3.1 How is the contract with Drei concluded?

Unless agreed otherwise the contract between the Customer and Drei is concluded by means of the Customer Order (Offer) and acceptance by Drei. The Customer may place the order in writing, by telephone or electronically.

Individual M2M/IOT connections (SIM cards) have separate contracts. If the use of the M2M/IOT portal is agreed with the Customer, he shall conclude a framework contract with Drei that sets out the conditions of the individual M2M/IOT mobile communications contracts.

The conditions agreed in the framework contract apply for all lines activated by the customer via the service portal during the term of the framework contract.

To enable him to use the M2M/IOT/IoT service portal the Customer will receive access data (user name and password). The owner of this access data may change settings in their own name, order additional services or cancel services. See also Point 13.9 (Definition M2M/IOT/IoT Service Portal) and the following points.

3.2 How do I confirm my order?

The Customer promptly confirms his order with the completed and signed Registration Form, the "3Service Application".

3.3 How does Drei accept the order?

Drei accepts the order by implementing it (delivery and/or activation of the service), by dispatching the goods that have been ordered or by making a written declaration of acceptance (commencement of contract).

3.4 Which time limits apply in connection with the notice of refusal or acceptance of a contract?

Drei will send the Customer an explanatory notice of refusal or acceptance within three working days. In the case of distance-selling Drei will send the Customer an explanatory notice of refusal or a written notice of acceptance within the withdrawal periods described in Point 6.2 (14 days).

3.5 How quickly is the service activated for our 3Customers?

The service is activated for the Customer within 3 working days of the offer being made. In the case of products for which individual agreements were made, activation may occasionally take longer.

3.6 What does a binding order for companies look like?

Offers from Drei made to companies are only binding if they are explicitly designated as a binding offer, are made in writing and are signed by Drei with an official company stamp and signature.

4. Refusal of an order

4.1 Can Drei refuse a customer's order?

Drei may refuse a customer's order for the following reasons:

4.1.1 For financial reasons, in particular

- doubts regarding creditworthiness,

- doubts regarding the identity of the customer,
- incomplete or incorrect data are provided when the order is placed,
- if the Customer fails to provide an address for service or billing address in Austria,
- if a contract with the Customer has once before been terminated for good cause or
- the customer is in arrears with payment to Drei for services provided by Drei under another contract

4.1.2 For legal reasons, such as

- lack of contractual capability,
- justified grounds for suspicion that the Customer would use the services for improper or fraudulent purposes.

4.1.3 For technical reasons.

5. Credit vetting, security for payment and restriction of service

5.1 How does Drei carry out credit vetting?

The Customer explicitly agrees to a credit check being carried out and for this purpose gives his consent – which may be withdrawn at any time free of charge - that his master data and date of birth may be passed on within the limits of the law (TKG 2003, Data Protection Act DSG 2000) to credit reference agencies, banks and traders who are licenced to conduct the business of a credit bureau agency (§ 152 GewO).

5.2 What forms of security for payment may Drei require from an applicant?

Drei may make acceptance of an order contingent upon a deposit of security for payment or an advance payment in an appropriate amount and may choose the form of this deposit of security (e.g. bank guarantee).

5.3 Can Drei restrict the agreed scope of service?

If the services of Drei are used to an excessively high degree, i.e. the charges which have been incurred but are not yet payable amount to twice the average monthly amount of the Customer's previous bills, Drei may restrict the scope of its service to the Customer (e.g. in terms of roaming services), and may require the Customer to make an advance payment or provide security for payment.

The same rule applies if Drei has justified reasons to doubt the solvency of the Customer, especially if the Customer's financial situation has deteriorated or is at risk of deteriorating.

6. Right of withdrawal for consumers

6.1 Under which circumstances can I withdraw from the contract?

Customers may withdraw from the contract if they are consumers within the meaning of the KSchG and concluded the contract as part of a doorstep sale (as defined by § 3 KSchG) or a distance-selling transaction (as defined by § 11 FAGG), and § 18 FAGG (e.g. agreed commencement of the implementation of service and complete fulfillment of the contract within the withdrawal period, unsealing of software, audio or video recordings, delivery of digital content that is not stored on a physical data carrier, if the entrepreneur has already commenced delivery with the explicit consent of the customer before the end of the withdrawal period) does not apply.

6.2 Which time limits apply?

In the case of a doorstep sale and also a distance-selling transaction the Customer may withdraw from the contract within 14 days of the date upon which the contract was concluded (in the case of sales contracts from the date upon which the goods were received).

6.3 In what form do I have to give notice that I am withdrawing from the contract?

Withdrawal from the contract does not need to follow a specific form (sent within the period is sufficient).

6.4 Who pays for the return of the goods?

The Customer must pay the direct costs of returning the goods (§ 4 para 1 no. 9).

7. Changes to the contract

7.1 Under which circumstances may the services agreed with Drei be changed or discontinued?

Changes in the legal situation as well as court orders and official directives may oblige Drei to change or even discontinue services.

7.2 Can our customer derive any legal consequences from such changes to the contract?

The Customer may not derive any legal consequences from changes to or discontinuation of the services described in Point 7.1, except in the case of obligatory claims for compensatory damages benefitting the customer.

7.3 How are changes to the General Terms and Conditions of Business and Terms of Charges made?

Any changes to the General Terms and Conditions of Business and Terms of Charges planned by Drei will be announced by means of publication in suitable form (e.g.: in the official gazette of the *Wiener Zeitung* or online at www.drei.at). In the case of changes which are not to the sole benefit of the Customer, a two month announcement period is required. The Customer must be informed of the substance of these changes which are not to the sole benefit of the customer and the date upon which they will come into force in a suitable form at least one month before the changes come into effect, for example, by printing the information on a regular bill. This notice will inform the Customer, pursuant to § 25 para. 3 TKG that he has the right to terminate the contract free of charge before the date on which the changes come into force. Upon request, the complete text of the changes will be sent to the Customer.

8. Duration of contract and ending the contract

8.1 When can the contract be ended and which periods of notice apply?

The contract is concluded for an indefinite period and may be ended by either party with 12 (twelve) weeks written notice to the other at the end of each month, unless explicitly agreed otherwise.

In the case of consumers within the meaning of § 1 KSchG the contract may be ended by either party with one month's written notice to the other to take effect at the end of the following month. This shall not prejudice any explicitly agreed waiver of the right to terminate the contract in accordance with Point 8.2.

8.2 Can I terminate my contract before the end of the minimum term?

If the Customer has agreed to waive his right to terminate the contract for a specific period (for consumers the maximum initial duration of contract is 24 months) (Registration Form), the termination of the contract by the Customer with a period of notice only becomes effective once this period, which starts from the commencement of the contract, has completely expired.

8.3 Effects of Termination

On the date the termination of a framework contract comes into force the Customer shall no longer have the right to order further M2M/IOT/IoT SIM card. He may, however, use up all SIM cards previously purchased. Mobile communications services provided over M2M/IOT/IoT SIM cards will automatically end 60 months after the termination comes into effect at the latest. The Customer must take this deadline into account when concluding end customer contracts.

8.4 Can I extend an existing contract?

At the end of an agreed waiver of the right to terminate the contract, the Customer may apply to extend his existing customer contract. He may then avail himself of any Drei offers that are valid at this time and conclude a new agreement to waive his right of termination (Point 8.2); in this case, the General Terms and Conditions in force when the customer agrees the new waiver of termination will apply. It is not possible for the Customer to extend a contract over the M2M/IOT/IoT portal.

With regard to Customers who are considered to be entrepreneurs within the meaning of the KSchG and who are bound by a minimum term of contract, the following applies unless agreed otherwise: Unless the Customer terminates the contract by providing notice of termination at least 12 weeks before the date upon which the contract is due to end, a further commitment period of one year starting from the expiry of the previous commitment period is agreed.

8.5 Contract, Framework Contract

Individual M2M/IOT/IoT connections (SIM cards) have separate contracts. The minimum term of the framework contract and those of the individual connections may differ. The ending of the framework contract does not affect the terms of the individual M2M/IOT contracts. The M2M/IOT contracts concluded under the framework contract however, end automatically no later than 60 months after the end of the framework contract without any notice of termination being required. Regarding the ending of the framework contract please see Point 8.3.

8.6 Under which circumstances can a contract be terminated with immediate effect?

Each of the parties to the contract may terminate the contract in writing with two weeks notice if there is good cause. For Drei good cause exists in particular,

8.6.1 if the Customer is in arrears with payment (despite a demand for payment, a threat to suspend the service and a period of grace of at least 14 days),

8.6.2 if when the contract was concluded the Customer provided false information about himself or his financial situation and Drei would not have entered into the contract if it had been aware of the true facts,

8.6.3 if the customer is deceased or becomes incapable of managing his affairs or, if the Customer is a legal person, in the case of liquidation,

8.6.4 if the Customer makes improper or fraudulent use of the services or uses the services in a way that violates Points 15, 16 or 17.3 or tolerates such use by a third party,

8.6.5 if the Customer violates provisions of the contract which are intended to ensure that the proper functioning of the network or services is maintained or which protect the rights of third parties,

8.6.6 if Drei requests the Customer to remove from the network devices that cause interference or which are unauthorised and if the Customer fails to promptly comply with this request despite impairment to the network or services or jeopardy to human health or assets,

8.6.7 if the Customer fails to comply with a request to provide security for payment or an advance payment in accordance with Point 5 within an appropriate period,

8.6.8 if there are justified doubts as to the creditworthiness of the Customer, in particular because the customer no longer has a SEPA payment account,

8.6.9 if there has been a significant deterioration in the financial situation of the customer, especially if there has been an unsuccessful attempt to seize by way of execution the Customer's assets, if an application for insolvency proceedings has been refused or if insolvency proceedings have been discontinued, in each case because it has been found that the Customer's assets are insufficient to cover the costs of the proceedings, and if declarations have been made announcing that payments will be discontinued – both with regard to the Customer himself or a personally liable shareholder of the Customer; for Customers within the meaning of § 1 KSchG, this Point 8.6.9 only applies if the significant deterioration in the financial situation of the customer jeopardises payment of the Customer's liabilities toward Drei,

8.6.10 if owing to contracts with other network operators or due to a demand from public authorities Drei is obliged to block access to the service, Drei will inform the Customer of the reason for the block,

8.6.11 if there has been a grave violation of an important contractual obligation.

8.6.12 For customers who are considered to be entrepreneurs within the meaning of § 1 KSchG Point 8.7 shall apply provided,

8.6.13 that there is no prejudice to § 25a of the Insolvency Code if insolvency proceedings are opened over the assets of the Customer.

8.7 What are the consequences of termination of the contract for good cause by Drei?

If the contract is justifiably terminated without notice and for good cause by Drei before the end of the minimum term, the Customer must pay an early termination charge when the contract is ended. Calculation of the early termination charge: fixed charge which would have been payable for the period between the premature termination of the contract and the end of the period for which the Customer waived his termination right if the contract had remained in force. If the framework contract is terminated without notice by Drei, all related M2M/IoT mobile contracts shall also end when termination comes into effect.

In the case of Customers who are considered to be entrepreneurs within the meaning of the KSchG and who were granted a discount on the regular fixed charge, Drei also has the right if the contract is terminated without notice for good cause, or if the Contract was ended by mutual agreement, to immediately apply a charge in the same amount of the discount already granted and the discount that would have been granted in the period up until the end of the minimum term of the contract.

Drei Services. Which services do we provide for our customers?

9. Geographical availability of services

9.1 Where are our services available?

The availability of the services is geographically limited to the reception and transmission range (network coverage) of the mobile communications network operated by Drei in Austria. Before entering into the contract the Customer will inform himself about network coverage at his preferred locations. The Customer may check the availability of network coverage outdoors on the Drei website at www.drei.at by entering specific locations.

9.2 Why are not all services available everywhere?

The services offered and their geographical availability outside the Drei mobile communications network depends on the coverage area of Drei's domestic and international roaming partners and upon the agreements concluded between these roaming partners and Drei.

9.3 Why does the quality of the signal received by my device vary in different locations?

Drei explicitly draws attention to the fact that mobile services are based upon the use of radio waves and that coverage data can only ever be based on average predicted values about their propagation. Actual reception depends on a variety of factors, some of which are beyond Drei's control (e.g. structural conditions in buildings, radio shadows created by other buildings or geographic and atmospheric conditions).

Drei accepts no liability for the technical compatibility of third-party M2M/IoT applications and the M2M/IoT mobile service of Drei. Drei assumes no warranty for the compatibility of end devices that have not been tested and approved by Drei.

Outside Austria Drei provides the communications service with the help of roaming partners. The availability and quality of the network depend on the respective roaming partner and are outside the control of Drei.

10. Temporal availability of services and fault clearance

10.1 What action does Drei take in the event of technical faults?

Temporary failure of the Drei mobile communications network as a result of technical problems, interference from other networks or delays in making a connection cannot be completely ruled out. Drei will resolve every interruption or other technical fault without culpable delay as soon as Drei becomes aware of it.

10.2 Are all Drei services available at all times and in all locations?

Over the calendar year the 3Services "Voice Telephony and Mobile Data Services" have a 97 % availability rate. The availability of other 3Services is state of the art. It may sometimes be necessary for Drei to temporarily interrupt services to carry out necessary maintenance or expansion work. Drei will keep such interruptions as short as possible and will try to carry them out at times of the day when in our experience there is less demand for the services.

11. Service quality and security in the Drei network

11.1 How is the quality of the network measured and verified?

Drei offers all services with the utmost care and in accordance with the current state of the art. However, Drei offers no warrant that the services or content are suitable for a specific purpose, in particular they are not suitable for use to protect life and limb.

For the purposes of quality assurance and network planning, the data traffic carried over the Drei network is regularly measured. Drei uses the information regarding status and traffic loads obtained in this way to improve the stability and quality of the network. The data obtained from the systems show dropped call rates, successful connection rates, data throughput rates, round trip time and downtime of individual system units. The procedures themselves have no impact on the quality of the services. For further information see www.drei.at/Netzwerkplanung.

11.2 What can I do to ensure that my data is secure?

With certain services the Customer has the possibility to store data on Drei servers. Drei operates and maintains the servers in accordance with the current state of the art. However, for technical reasons it cannot guarantee the constant and error-free availability of this data. To prevent any loss of data, the Customer will regularly make back-up copies of his data and store these at a different location. Once the contract has ended, Drei is no longer obliged to provide this service and therefore has the right to delete stored data.

11.3 What steps does Drei take to protect my data?

Drei protects the data stored on its servers in accordance with the current state of the art. However, Drei cannot prevent third-parties from unlawfully gaining possession of data stored by Drei and using it for other purposes. This does not affect liability for grossly negligent or wilful intent (Point 27).

11.4 Which security standards apply to the Drei network?

Drei ensures that the security and integrity of the 3 network complies with the current state of the art and the applicable legal regulations and has implemented all technical and organisational measures within the company that are necessary for this purpose. For further information see

www.drei.at./Sicherheitsinformationen. In the event that the security and/or integrity of the 3network is breached, Drei will without delay inform the regulatory authority and, if necessary the public, depending on the severity of the breach.

12. Number Porting

12.1 Can I keep my mobile telephone number if I switch to Drei from another provider?

As telephony services do not form the subject of this M2M/IoT contract, the assigned telephone cannot be ported.

13. Do special regulations apply to M2M/IoT?

13.1. M2M/IoT mobile communication services from Drei may only be used as a systems solution, but not for conventional communications services such as, for example, SMS and voice telephony or for open Internet access – e.g. over a forwarding solution.

13.2. Violation of Point 13.1. constitutes improper use of the supplied M2M/IoT SIM cards and shall entitle Drei to block the service and immediately terminate the contract without notice in accordance with Point 8.6.

13.3. If the customer is subject to regulatory obligations, he is responsible for compliance with them. These include, in particular, the portability of telephone numbers for M2M/IoT services, compliance with the Roaming Regulation, compliance with the Limitation of Costs Regulation and the generation of itemised bills.

13.4. Drei can give no undertaking to comply with requirements under telecommunications law or regulatory requirements in states outside Austria on the basis of the supplied M2M/IoT SIM-cards.

13.5. If the Customer uses the M2M/IoT SIM-cards abroad, he shall comply with the provisions of the national and international telecommunication laws applicable in each case and shall fully comply at all times with all legal and regulatory obligations. In the event that claims are made against Drei in connection with violations of any such obligation, the Customer shall hold harmless and indemnify Drei.

13.6. When roaming, the Customer's legal obligations with regard to the retention of data and surveillance measures in the respective country shall be fulfilled by the underlying "guest network operator", in whose networks the Drei M2M/IoT SIM-cards are roaming.

13.7. Roaming: Pursuant to Article 15 of Regulation No. 531/2012/EU, as amended in Regulation EU/2015/2120 of the European Parliament and of the Council of 13 June 2012 and 25 November 2015 on roaming on public mobile communications networks within the Union, the transparency and protection provisions for regulated data roaming services shall not apply. The parties mutually agree that this exception to the provisions of Article 15 para. 2 and para. 3 of the Regulation shall apply to the M2M/IoT mobile communications services forming the subject of this contract.

13.8. In so far as mobile communications services from Drei are used as a component within an M2M/IoT system solution which the Customer makes available to its own customers for their use, the following supplementary provisions shall apply:

It is forbidden to provide the purely mobile communications services to a third party either in return for payment or free of charge. The Customer has the right to integrate the M2M/IoT mobile communications services supplied by Drei in a product of its own for end customers. The Customer thus assimilates the M2M/IoT mobile communication services supplied by Drei in a product or service of its own. In particular, the Customer shall not make available to its end customers access to the open Internet or unrestricted telephony services. Furthermore, the Customer does not act as a re-seller for the Drei M2M/IoT mobile communications service.

The Customer undertakes to contractually exclude with his customer the resale of telecommunications services.

13.9. M2M/IoT Service portal:

If the Customer has agreed the use of the M2M/IoT service portal in the Service Application, the following applies:

Contracts for individual M2M/IoT connections will be concluded by the Customer electronically via the M2M/IoT service portal. To enable him to use the M2M/IoT service portal the Customer will receive access data (user names and password). The owner of this access data may change settings in their own name, order additional services or cancel services.

The right of the Customer and users activated by him to use the M2M/IOT Service Portal ends with the termination of the last individual contract concluded on the basis of the framework contract; no notice of termination is required for use of the service portal.

13.10. Traffic data

The data stored in the M2M – service portal is primarily traffic data which, among other things, indicates where a specific SIM card is located at a specific time. After six months this data is automatically deleted on the M2M – service portal. If the Customer requires this data beyond this period, the Customer has the option of saving the relevant data to external data carriers within this period. In this case, the Customer bears sole responsibility for the security of the data.

Our customers also have responsibilities! Information for 3Customers.

14. SIM-card – customer's duties of care and protection

14.1 Who does the SIM card belong to?

Drei hands over the SIM-card to the Customer for the use of the services. It remains the property of Drei. Drei is entitled at any time to exchange the SIM-card for a replacement card or to import technically necessary or product-related changes into the SIM-card over the mobile communications network.

14.2 Which duties of care and protection does the customer have for his SIM-card?

The Customer has special duties of care and protection with regard to the SIM-card or a device in which the SIM-card is installed. In particular, the Customer must:

- keep the SIM-card in a safe place and protect it from improper use and theft;

- notify Drei without delay if a SIM-card is lost or stolen stating the Customer code word. Drei will then block the SIM-card. The Customer is liable to Drei for all charges for telecommunications services that are incurred for the use of the SIM-card before this notification is made. Drei will provide the Customer with a new SIM-card for a charge (in accordance with the Terms of Charges agreed with the Customer and which can be viewed on the Drei website at www.drei.at). While the SIM-card is blocked the Customer remains obliged to pay non-usage-related charges. If the loss or theft was reported by telephone, written notification, and in the case of theft a police report, must be submitted immediately afterwards.
- prevent unauthorised access where technically possible, for example by means of a lock code;
- protect his SIM-card from harmful influences and improper handling

14.3 To what extent is the Customer liable if the aforementioned duties of care and protection are violated?

In the event of loss, theft or malfunction, the Customer must without delay deactivate the SIM card in the M2M/IoT service portal and must provide his own customers with a blocking facility 24 hours a day. In the event of failure to do so, the Customer shall be liable to Drei for any resulting damages.

The Customer shall keep codes such as the Customer code word, user names and PIN code secret and store them in a safe place; If the Customer suspects that the code has become known to unauthorised persons, he must change it immediately or without delay instruct Drei to do so. The Customer may only save codes on a PC, USB-stick and CD-ROM in an encrypted form.

If use of the M2M/IoT service portal has been agreed, the Customer will receive access data (user names and password). The owner of this access data may change settings in their own name, order additional services or cancel services. Changing settings may influence the amount of the charges.

The Customer bears the disadvantages if he or another person misuse the connection or Drei incurs disadvantages as a result of improper safe-keeping or use. The Customer must provide his customers with a blocking facility 24 hours a day.

The customer shall refrain from all improper use, in particular threatening or nuisance calls, SMS, MMS or fax messages (§ 78TKG 2003) and do his utmost to prevent improper use by others.

14.4 What is the customer not allowed to do with the SIM-card? Improper use and consequences

The Customer may not use the SIM-card handed over to him in switching or transmission systems that initiate or forward connections from third parties (voice calls or data transmission) to another third party, in particular, he may not use make improper use of the SIM-card to evade interconnection traffic using the wireless interface (SIM Box Rerouting). In the case of violations of this provision, the Customer will be bound to pay lump sum compensation of 20,000.00 € for each USIM card used in violation of the contract. Drei reserves the right to claim additional damages.

15. Use of software by the customer

15.1 Which Terms and Conditions must be observed?

If Drei supplies the Customer with software, the Customer as the licensee is obliged to observe the conditions applicable in each case when using the software (scope of the rights assigned by Drei or third party).

15.2 Which warranty conditions apply in regard to the use of software?

Drei warrants that the software supplied with the mobile phone or provided by Drei, including interfaces provided by Drei to ensure compatibility with software provided by third parties can be used as described. However, Drei cannot warrant that third-party software is completely free of faults. Information regarding the compatibility of the software with all common operating systems and user programmes can be found in the instructions enclosed with the software. Drei accepts no liability for software that it has not manufactured itself and to which Drei merely provides access through a service. The warranty period for a commercial enterprise for the aforementioned defects is 6 months.

16. End devices

16.1 Can all services offered by Drei be used on all devices?

The Customer may only use devices that

- a. are permitted by law and
- b. do not interfere with the mobile communications network of Drei or other communications networks.

17. Intangible property rights

17.1 Who is the holder of the rights to Drei's services and content?

All intangible property rights, in particular the copyright and all utilisation rights to the services and their content derived therefrom shall be enjoyed and retained by Drei or any third-party authors (e.g. the supplier of content). The Customer shall in each case be permitted to utilise the services to the extent as laid down in the Service Description.

17.2 What consequences should be expected from failure to observe the restrictions on utilisation?

The Customer shall not circumvent any restrictions on utilisation (e.g. copy protection). The Customer is aware that the failure to observe restrictions on utilisation and the circumvention of protective mechanisms shall constitute a breach of intangible property rights. He shall compensate Drei for any prejudice ensuing therefrom and shall in this regard hold harmless and indemnify Drei vis-à-vis third parties.

17.3 Is Drei a registered trademark?

The trademark Drei and other trademarks used by Drei and all associated symbols, logos or names are protected by law for Drei or its affiliated companies. The Customer shall not be granted any utilisation rights whatsoever to these trademarks.

18. Responsible and legally compliant utilisation of the services by the Customer

18.1 What commitment am I incurring by utilising Drei's services?

The Customer undertakes to use the services in accordance with the agreed Service Descriptions – possibly with a reference to the improvement of our product - (including the Fair Use Policy agreed in the Tariff) and in compliance with all statutory provisions.

18.2 What restrictions apply in relation to the utilisation of 3Services?

The Customer shall in particular refrain from the following in relation to Drei's services

18.2.1 utilising same in a manner which presents a risk to the security or operation of computers, networks or systems belonging to Drei or third parties. Prior to imposing a block for this reason Drei shall offer the Customer an opportunity to resolve the problem. If applicable § 72 TKG shall remain unaffected thereby,

18.2.2 utilising same for the transmission of content without the consent of the addressee or for the creation or mailing of content without the consent of the persons concerned (e.g. persons forming the subject of photography or films),

18.2.3 utilising same for the transmission or disclosure of content which might be considered by third parties to be obscene, offensive or threatening,

18.2.4 utilising same for the mailing of unsolicited advertising or bulk mail campaigns,

18.2.5 utilising same with mobile gateways or similar facilities except with the express consent of Drei.

18.3 In what cases am I obliged to notify Drei?

The Customer shall at once notify Drei in full where a claim against himself ensues from utilisation of the services forming the subject of the contract on a judicial or extrajudicial basis. The Customer shall refrain from concluding any settlement in this regard without the consent of Drei.

18.4 What are the prerequisites for diverting calls to another connection?

The Customer shall ensure that the owner of a line to which calls are diverted has consented to such call diversion. Prior to imposing a block for this reason Drei shall offer the Customer an opportunity to resolve the problem.

18.5 What security measures must I take?

Not all risks which are typically associated with surfing the Internet such as viruses, spyware, Trojans, phishing, attacks by hackers can be avoided with the security measures (Point 11.4) taken by Drei but depend on the behaviour of the Customer.

The Customer is personally responsible for ensuring appropriate security measures (e.g. browser settings, anti-virus programs, firewalls).

19. Customer identification data

19.1 What are customer identification data?

Customer identification data are data identifying the Customer which he needs to make use of the services, in particular PIN and PUK codes, other code numbers, log-ins, Customer code word(s), user name(s) or password(s).

19.2 What is a PIN / PUK code?

PIN / PUK codes are code numbers which offer the Customer the exclusive possibility of making use of the SIM card or specific services.

19.3 Why do I need a customer code word?

The Customer code word is selected by the Customer on commencement of the contract. To make use of certain services offered by Drei (e.g. provision by telephone of details about utilised services) the Customer has to identify himself to Drei with his Customer code word.

19.4 What must be observed regarding storage of the Customer identification data?

The Customer must store all Customer identification data in a safe place and keep it confidential. In particular he may not disclose it to third parties. The PIN / PUK code must not be kept together with the SIM card or the device or noted down on either.

19.5 What am I obliged to report in relation to my Customer identification data?

Where the Customer has a reasonable suspicion that an unauthorised third party has obtained knowledge of his Customer identification data, he must report this to Drei immediately and amend the relevant Customer identification data or apply for such amendment to be made by Drei where he is unable to do this himself.

19.6 Are there legal consequences from failure to comply?

The Customer must compensate Drei for any prejudice caused by his negligence (in particular due to failure to comply with his duty of care specified above).

20. Changes in Customer data and delivery of communications

20.1 When must I notify Drei of changes to my data?

The Customer shall immediately notify Drei of any changes to data which are relevant to performance of the contract. This shall in particular include any changes to: name, address, physical or electronic billing address (that is the e-mail address given as the billing address where billing is to take place in electronic form at the Customer's request), e-mail address, bank details, Commercial Register number (or other register number) and the Customer's legal form.

20.2 What happens if I fail to report changes to my data?

21.2.1 Address and physical billing address

If the Customer fails to inform Drei about a change to his address or physical billing address, communications from Drei of legal significance to him shall be deemed to have been delivered to him with legal effect where mailed to the address last given by the Customer.

21.2.2 Electronic billing address (e-mail address)

Where Drei transmits as agreed communications of legal significance to the e-mail address specified by the Customer as his electronic billing address, they shall be deemed to have been delivered to him where the Customer is able to retrieve these communications under normal circumstances (§ 12 Austrian E-Commerce Act).

Our payment terms.

21. Charges and payment conditions

21.1 What charges are billed?

Drei bills charges in accordance with the agreed tariffs (including service fees), which can be viewed at Drei points of sale or on the internet at www.drei.at, and sent out upon request. The charges stated do not include value added tax, while for consumers they are inclusive of value added tax.

21.2 Which rules apply when third parties use Drei services?

If third parties use the services provided for Drei Customers, the Customer is liable for the charges generated by same from telecommunication services.

21.3 How are the charges billed and when?

One-off charges (e.g. activation fees) as well as the fixed prorated charge for the first billing period are billed as soon as Drei provides the service. Thereafter, fixed monthly charges are billed in advance (at the start of the billing period), while all other charges are billed after the service is provided (at the end of the billing period).

21.3.1 Billing is on a monthly basis. For technical billing reasons, each Customer is allocated to a certain monthly billing cycle, which is not a calendar month (e.g. from the 15th of a month to the 14th of the following month). The allocation to such monthly billing cycles ensues when the contract is signed, when the Customer is activated. After activation, Customers can view their monthly billing period on the 3Customer zone (at www.drei.at). Drei immediately informs the Customer about their activation by text message.

21.3.2 If several services are used, Drei is entitled to send the Customer an overall bill for all services used in each billing period.

21.3.3 If the charge for the services used by the Customer in a billing period does not exceed € 10.00 (excl. VAT), Drei reserves the right not to issue a bill for this billing period and to bill this charge at a later date, whereby any billing period may not exceed 3 months.

21.4 In what format does Drei send bills to its Customers?

Customers can choose between an electronic bill and a free printed bill. Drei sends its bills electronically to the email address given by the Customer. A bill sent to the last email address provided by the Customer shall be considered delivered as soon as it becomes available for download by the Customer under normal circumstances. For information purposes, Drei shall make the bill available for the Customer in the 3Customer zone at www.drei.at with a download link, regardless whether an email address has been given. Customers who only receive an electronic bill are informed by text message or by e-mail that the bill is now available.

21.5 What payment methods can our Customers choose from?

Charges are payable within 8 days of receiving the bill. Customers can make payments by SEPA direct debit, credit card or by bank transfer to the accounts stated on the bill. If in doubt, (part-) payments shall be credited to the oldest debt. Drei is entitled only to provide certain services if the Customer chooses a certain payment method.

21.5.1 If the Customer does not make a payment with the original document or with reference to the information contained therein, the debt will only be considered discharged once the payment is assigned to the right clearing number, while the Customer must pay an appropriate processing fee.

21.5.2 If the Customer chooses a SEPA direct debit or credit card payment, and if such cannot be executed for reasons beyond Drei's control (e.g. because of insufficient funds or the Customer failed to inform Drei about changes to bank account information), Drei is entitled to switch to the bank transfer method for this Customer until further notice. Drei will inform the Customer about this change. For every returned debit, Drei is entitled to bill the Customer for any return charges of the bank or the credit card company as well as an appropriate processing fee.

If the Customer chooses a SEPA direct debit as the payment method, Drei must send the Customer information about the size of the debit in an appropriate format, i.e. by text message, no later than five days prior to the debit. This preliminary information is generally given on the service bill.

21.5.3 All further differences in costs caused by the payment methods are listed in the pricing information agreed with Customer, which can be downloaded from Drei's website at www.drei.at.

21.5.4 If the charge for the services used by the Customer exceeds the sum of €100.00 (excl. VAT) per day, Drei is entitled to demand the immediate payment of all charges not yet billed.

21.6 Indexing

21.6.1 What does indexing mean?

Unless otherwise agreed with the Customer, all fixed monthly charges (e.g. basic charge, minimum call volume) are indexed. This means that they are linked to general price trends in Austria (based on the consumer price index published by Statistik Austria).

21.6.2 How does indexing work at Drei?

Upon changes in the annual (calendar year) average of the consumer price index ("Annual CPI") as published by Statistik Austria (or if the latter no longer publishes the Annual CPI, its official successor) Drei is entitled – in the event of an increase – and obliged – in the event of a decrease – to adjust the fixed monthly basic charge and the minimum call volume to reflect the extent of the change in the Annual CPI for the calendar year prior to the adjustment relative to the Annual CPI for the last but one calendar year prior to the adjustment (index basis: Annual CPI 2015=100).

Here, fluctuations upwards or downwards in the Annual CPI compared to the index basis are ignored up to 3% (fluctuation range). However, as soon as the upper or lower threshold of the fluctuation range is crossed due to one or several consecutive fluctuations in the Annual CPI, the entire change becomes relevant. The resultant figure outside the fluctuation range represents the basis for a permitted increase in the charge or for the required reduction in the charge; at the same time it

forms the new index basis for future adjustments (and therefore the new reference for the fluctuation range).

Any resultant increase in charges may only be made as of a date between 1 April and 31 December of the calendar year following the calendar year in which the index basis changed; any resultant reduction in the charges must be made as of 1 April of the calendar year following the calendar year in which the index basis changed. Such adjustments can or must be made for the first time in the calendar year following that in which the contractual relationship was established (or extended by mutual agreement).

If the provisions of this clause 21.6.2 compel Drei to lower its charges, such obligation is reduced to the extent that Drei previously would have been entitled to raise charges based on the aforementioned provisions, but did not make use of this right.

The Customer will be informed about such adjustments to charges together with the circumstances surrounding the change in a suitable manner (e.g. on the regular bill) in the billing period preceding that in which the charges will be modified.

22. Itemised bill

22.1 What information do I receive in an itemised bill and in which form is this made available?

Drei provides the Customer with an itemised bill in accordance with the § 100 TKG and the Itemised Bill Regulation (always in a shortend form) online in the 3Customer zone on www.drei.at to be accessed by means of a link. If the Customer wishes, Drei will upon request send an itemised bill for each billing period in paper form free of charge.

If the customer has agreed the use of the M2M/IoT service portal he has the option to compile regular usage statistics himself.

23. Disputing bills

23.1 How can I dispute a Drei bill?

All Customer objections to bills must be lodged with Drei (P.O.B. 333, A-1211 Vienna, Fax: (0800) 303031) in writing within three months of receiving the bill. If the Customer does not dispute a bill within this period, the claim will be deemed to have been accepted. There is a notice to this effect in each bill. This does not exclude the right to challenge the bill before the courts.

23.2 What happens if I have disputed a bill?

In response to an objection lodged within the period prescribed Drei will carry out a standardised review procedure and on the basis of the results will either confirm that the disputed claim for payment is correct or, where necessary recalculate the bill. The payment date of claims which are shown by the review procedure to have been unjustly disputed by the Customer remains unchanged. (Partial) invoice amounts which have not been challenged must nonetheless be paid within the prescribed period.

23.3 What further steps can I take to dispute a bill?

If the objections of the Customer should prove to be unfounded as Drei sees it, the Customer may within one year of lodging the complaint for the first time institute a procedure for the settlement of disputes (§ 9 AStG in conjunction with § 71 para. 2 TKG) before the regulatory authority (Rundfunk- und Telekom Regulierungs-GmbH, Mariahilferstrasse 77-79, A-1060 Vienna). Notwithstanding the appeal to the regulatory authority, Drei may demand immediate payment of the amount that corresponds to the average amount of the last three billing periods. If it is shown that as a result an excess amount has been collected, the excess amount plus statutory interest from the date of collection onward will be refunded to the Customer. If no reason for a recalculation of the disputed amount is found, Drei will charge the Customer interest on arrears at the statutory rate beginning with the payment due date stated on the bill.

23.4 What happens if the correct charge cannot be calculated?

If an error is identified which may have been to the detriment of the Customer and the correct charge cannot be calculated, the Customer shall owe a lump-sum amount for the billing period concerned, which is based on the average use of this telecommunications service provided that Drei can provide credible evidence of usage at least to that extent (§ 71 para. 4 TKG)

23.5 Which courts have jurisdiction if proceedings are initiated and which deadlines must be observed?

The competence of the ordinary courts is not affected by the review procedure and the procedure for the settlement of disputes referred to above. If the Customer does not lodge his objection within three months of receiving the bill, this shall be deemed to constitute an acknowledgement of the correctness; however, such acknowledgement does not preclude a challenge before the courts. The Customer must lodge his objections before a court within six months of receiving the bill otherwise they will be excluded.

24. Arrears in payment and collection

24.1 How high is interest on arrears in the case of late payment?

In the case of late payment the parties to the contract owe interest on arrears of 7 % p.a. above the key interest rate of the ECB (European Central Bank), but at least 10 % p.a.

24.2 How does Drei deal with outstanding payments?

Drei has the right to have debts collected by debt collection agencies/lawyers or to assign the claims to these persons for this purpose.

24.3 Which reminder and collection fees may be incurred?

Under the terms of § 1333 para. 2 Austrian Civil Code the Customer owes Drei all necessary and appropriate costs incurred for the dunning, recovery and collection of charges that are due, in particular dunning costs and collection costs.

25. Customer rights of retention and off-setting

25.1 Consumers.

The consumer may offset against claims from Drei counterclaims, which are legally related to his liability toward Drei and which have been ascertained by a court of law or been recognised by Drei. This does not prejudice § 6 para. 1 No. 8 KSchG, under which the right of the consumer to discharge his liabilities by offsetting in the event of insolvency of the entrepreneur or for counterclaims, which are legally related to the liability of the consumer, have been ascertained by a court of law or recognised by the entrepreneur, may not be excluded or restricted.

25.2 Entrepreneurs

The entrepreneur may only offset against claims from Drei counterclaims that have been ascertained by a court of law or explicitly recognised in writing by Drei. Statutory rights of retention are excluded.

26. Suspension of services

26.1 In cases where an M2M/IoT SIM card is improperly used and use of the M2M/IoT portal has been agreed, the Customer must without delay block this card in the M2M/IoT service portal. Improper use is defined in particular as use that violates the special regulations for M2M/IoT (see Point 13).

26.1 For what reasons may Drei suspend its services?

Drei may suspend all or parts of its services for the following reasons,

26.1.1 if one of the reasons exists that entitles Drei to terminate the contract without notice (Point 8.6) or Drei has well-founded suspicions that such grounds exist for terminating the contract without notice,

26.1.2 the SIM-card has been lost or stolen or it is suspected that a third party has obtained the Customer's identification data and this data cannot be changed immediately,

26.1.3 if the current charges for the use of telecommunications services which have been incurred but are not yet payable amount to twice the average monthly amount of the Customer's previous bills.

26.2 When does Drei lift the suspension of its services?

Once the reason for the suspension of the service has been resolved, Drei will lift the suspension at the customer's request. If the suspension was due to reasons for which the Customer was responsible, the Customer will bear the costs for setting up and lifting the suspensions and remains obliged to pay the non-usage based charges during the period in which the services are suspended. So far as it is practical and feasible Drei will notify the customer of the suspension.

27. Liability

27.1 In which cases does Drei accept liability?

Drei shall not be liable toward entrepreneurs in cases of minor negligence. Drei shall be liable toward consumers even in cases of minor negligence.

27.2 Liability toward entrepreneurs

Except for personal injury this liability toward entrepreneurs is limited to 50.000.00 € per claim. Liability toward entrepreneurs for consequential damages, loss of profits, losses arising from third-party claims or mere financial losses is excluded.

27.3 Limitations on liability?

If several customers suffer concurrent losses as a result of the same event, Drei's liability toward the individual injured party is limited to 50,000.00 €, toward all injured parties together to 725,000.00 €. If the actual total loss exceeds the amount of 725,000.00 €, the claims for damages of the individual injured parties will be reduced proportionally. This restriction does not apply to consumers or with regard to liability for personal injury.

27.4 Is Drei also liable for damages caused by force majeure?

Drei accepts no liability for damages arising from force majeure (such as fire and water damage, lightning), for the effects of devices used by the Customer or from interruptions to service that are necessary to carry out maintenance work or to avoid or clear faults in the network. This does not affect liability for wilful intent and gross negligence.

27.5 What other modalities apply in relation to liability?

The restrictions set out above in Point 27 of the General Terms and Conditions of Business apply to any liability on the part of Drei or of Drei suppliers toward the Customer in relation to the content, correctness or completeness of data, messages, address, routing or other information provided within the framework of the services provided by Drei. However, this does not affect liability for wilful intent and gross negligence. The Customer may not derive any legal claims against Drei or Drei suppliers from the use of this information.

28. Emergency calls

28.1 Which emergency calls can be made free of charge?

The European emergency number 112 and all Austrian emergency numbers, pursuant to the § 18 KEM-V can be called free of charge.

28.2 Which data will be passed on in the case of an emergency call?

If a Customer calls an emergency number Drei will identify and disclose location data to operators of emergency services if requested to do so by these operators pursuant to § 98 TKG. Drei must inform the Customer of the disclosure in a suitable form which must include the time of the request and the contact details of the emergency service operator that made the request but not until at least 30 hours later. Drei will delete location data as soon as it has been processed and disclosed.

28.3. Emergency numbers cannot be contacted if a tariff does not have an integrated voice service and if the voice service is deactivated in the M2M/IoT service portal.

29. Applicable law, legal venue and resolution of disputes

29.1 How do I determine the correct legal venue?

The place of performance and sole legal venue is Vienna. In accordance with § 14 KSchG the legal venue for actions against consumers is their place of residence, habitual abode or place of employment, provided this is in Austria.

29.2 Where else may I submit complaints? Which deadlines must be observed?

Notwithstanding the jurisdiction of the courts of law both the Customer and Drei may submit cases of dispute or complaint in relation to bills (see Point 23 of the General Terms and Conditions of Service) or the quality of the services to the conciliation body set up at the regulatory authority (§ 122 TKG, § 9AStG), provided that no satisfactory solution could be reached between the Customer and Drei beforehand. In accordance with Point 24.3 of the General Terms and Conditions of Service, the objection must be lodged in writing within three months of receiving the bill. Once this period has expired Drei is not longer obliged to respond to the complaint. The conciliation body of the regulatory authority will try to negotiate an amicable settlement or communicate its opinion on the case in question to the parties.

Customers have one year from the date of lodging the complaint for the first time to institute a procedure for the settlement of disputes before the conciliatory body. The form required for this application and further information about the procedure, requirements and any costs of the conciliation process can be found at www.rtr.at/schlichtungsstelle.

29.3 Which law applies to my contract with Drei?

The contractual relationship, including any disputes about its formation, are governed by Austrian law under exclusion of the referral rules and UN commercial law.

30. Drei service lines

3Information	Tel.: 11 88 33	
3Service Team	Tel.: 0660 30 30 30	Fax: 0660 30 30 31
3Technical Hotline	Tel.: 0660 30 30 40	
3Small Business Team	Tel.: 0660 30 30 80	Fax: 0660 30 30 81
EU Roaming Hotline	Tel.: +43 660 30 30 36	

These General Terms and Conditions of Service were submitted to Rundfunk und Telekom Regulierungs-GmbH most recently on 4.7.2017.

Hutchison Drei Austria GmbH, Brünner Straße 52, A-1210 Vienna

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E-Mail: serviceteam@dreier.at

Web: www.dreier.at

Commercial Court Vienna

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